

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

JOE KENDALL,)	
)	
)	Civil Action File
Plaintiff,)	No. <u>5:21-cv-00109- TES</u>
)	
vs.)	
)	
KYGO MASONRY, LLC,)	
)	JURY DEMAND
Defendants.)	

DECLARATION OF JOE KENDALL

My name is Joe Kendall.

1. I am over the age of 18 and give this declaration voluntarily and based on personal knowledge.

2. I was employed by Defendant KYGO Masonry, LLC (“Defendant” or “KYGO”) as a brick mason and a “punch out” worker from January 2018 through November 27, 2020.

3. KYGO exerted control over my work, including, but not limited to performing job duties pursuant to KYGO’s policies and procedures, and KYGO managed virtually all aspects of my work.

4. KYGO controlled my work in the following ways,

- a. I could not negotiate the amount I was paid by KYGO;
- b. I could not negotiate the agreement between myself and KYGO;

- c. KYGO did not permit me to hire other workers to assist me with my work;
- d. KYGO determined the time and location of when I was to work;
- e. KYGO assigned the projects which I was to work;
- f. KYGO determined the method and technique I was required to use in performing my duties; and,
- g. KYGO provided all materials necessary for me to perform my duties.

5. I was not paid for all of the hours that I worked while working for KYGO.

6. I was promised a wage of \$25.00 per hour for all hours worked at KYGO regardless of how many hours I worked in a workweek.

7. While my schedule varied, I routinely worked in excess of 40 hours per workweek throughout my employment with KYGO.

8. For the last eight weeks of my employment (September 27, 2020 through November 27, 2020), KYGO failed to pay me for any hours worked.

9. While I was employed at KYGO, Defendant did not compensate me for all hours worked including overtime.

10. While I was employed at KYGO, Defendant “rounded down” or reduced my hours worked for payroll purposes.

11. While I was employed at KYGO, Defendant denied me overtime compensation for hours worked in excess of 40 hours per workweek.

DAMAGE CALCULATION

12. KYGO maintained records for all of my hours worked and for all of my pay received.

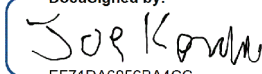
13. I believe that I worked 45 hours per week and was not paid for five overtime hours per week at KYGO from April 1, 2018 through September 27, 2020.

14. I believe that I worked 45 hours per week for my last eight weeks at KYGO, September 27, 2020 through November 27, 2020, and was not paid for any of these hours.

15. I requested payment for these unpaid wages many times, but the owners refused to pay me.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 6/22/2021.

DocuSigned by:

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Joe Kendall